

Sharla Dillon - Request for Two new Docket Numbers

From: David McClanahan
To: Dillon, Sharla
Date: 12/03/2002 9:50 AM
Subject: Request for Two new Docket Numbers
CC: Gilliam, Randal; McCormac, Dan

I would like to request two new docket numbers for petitions from Nashville Gas Company for extension contracts between State Industries, Bridgestone/Firestone Industries, and Piedmont Natural Gas Company doing business as Nashville Gas Company.

1. Request a Docket No. for: Nashville Gas Company Application of Extension of Negotiated Gas Redelivery Agreement with State Industries. Formerly Docket No. 98-00338.
2. Request a Docket No. for: Nashville Gas Company Application of Extension of Negotiated Gas Redelivery Agreement with Bridgestone/Firestone Industries. Formerly Docket 98-00339.

Thanks for your help.

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November 26, 2002

VIA FEDERAL EXPRESS

The Honorable Sara Kyle
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: Nashville Gas Company Application for Approval of Negotiated Gas
Redelivery Agreement with Bridgestone/Firestone
Docket No. ~~98-00339~~

62-01271

Dear Chairman Kyle:

By Order issued January 22, 1999, in the above-captioned docket, the Tennessee Regulatory Authority approved the provision of natural gas service by Nashville Gas Company ("Nashville") to Bridgestone/Firestone ("Bridgestone") pursuant to a Negotiated Gas Redelivery Agreement ("Contract"). That Contract is currently slated to expire on December 31, 2002. The underlying justification for the Authority's approval of this Contract was the threat of bypass, a condition that persists in the ongoing provision of service to Bridgestone. In light of the pending expiration of the existing Contract and the ongoing threat of bypass by this customer, Nashville and Bridgestone have negotiated an extension of the term of the existing Contract and executed an amendment incorporating this extension. All of the other existing terms and conditions of this previously approved agreement will continue in place for the extended term thereof. A copy of the proposed amendment is enclosed.

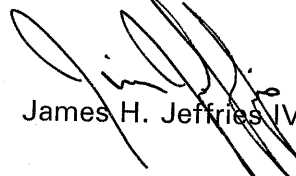
The purpose of this filing is to present the amendment of this previously approved Contract to the Authority pursuant to TRA Rule 1220-4-1-.07 and to request that any necessary approval to implement this amendment be granted no later than December 31, 2002.

I have enclosed an original and fourteen copies of this letter and attached contract amendment as well as a check in the amount of \$25.00 to cover the required filing fee. Please accept the original and thirteen copies for filing and return one file-stamped copy to me in the enclosed self-addressed and stamped envelope.

Honorable Sara Kyle
November 26, 2000
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If you have any questions regarding this filing, you may reach me at the number shown above.

Sincerely,



James H. Jeffries IV

JHJ/srl

Enclosure

c: All Parties of Record

Bridgestone/Firestone
Confidential

Privileged and

**FIRST AMENDMENT TO APRIL 14, 1998 GAS REDELIVERY AGREEMENT BY AND BETWEEN
PIEDMONT NATURAL GAS COMPANY, INC.
AND BRIDGESTONE/FIRESTONE.**

This First Amendment to Gas Redelivery Agreement is entered into this 21st day of November 2002, by and between Piedmont Natural Gas Company, Inc. (Piedmont), and Bridgestone/Firestone (Customer).

WHEREAS, Piedmont and Customer have previously entered into a Gas Redelivery Agreement dated April 14, 1998 (Agreement) addressing the Customer's desire to acquire third party gas supplies, transport, or cause to have transported said supplies through interstate pipeline facilities to Piedmont's Nashville interconnection with Columbia Gulf Transmission and have Piedmont redeliver such supplies through Piedmont's natural gas distribution system to Customer's LaVergne Tennessee manufacturing plant; and

WHEREAS, term of Agreement expires on December 31, 2002; and

WHEREAS, Piedmont and Customer desire to extend the term of the Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, Piedmont and Customer agree to amend the April 14, 1998 Agreement by and between Piedmont and Customer as follows:

1. Amended Section 3.01. Section 3.01 of the Agreement is amended by deleting the existing Section 3.01 and substituting in its place the following:

Section 3.01 Subject to the terms and conditions set forth herein, and approval hereof by the Tennessee Regulatory Authority, this Agreement shall continue in effect until December 31, 2005, and shall automatically be extended from year to year thereafter subject to the right of either party, upon at least twelve months written notice, to terminate the Agreement at the end of the next applicable term.

2. Amended Section 3.02. Section 3.02 is deleted.

3. No other amendment. Except as expressly provided above, no other amendment to or modification of the Agreement, or any waiver of any of the provisions thereof, shall be effected by the execution of this First Amendment to Gas Redelivery Agreement. All obligations of that Agreement shall remain fully binding upon the parties and enforceable in accordance with their terms.

In witness whereof, the parties have duly executed this First Amendment to Gas Redelivery Agreement as of the day and year first written above.

PIEDMONT NATURAL GAS COMPANY, INC.

By: Chuck Fleenor *RM*

Chuck Fleenor

Title: Vice President - Gas Services

Bridgestone/Firestone

By: Danyle Tingle

Title: PURCHASING MANAGER